

**MEMORANDUM OF AGREEMENT
BETWEEN THE U.S. ENVIRONMENTAL PROTECTION AGENCY
AND THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
REGARDING VARIABLE HEIGHT DESKS
(EXTENSION FOR FISCAL YEAR 2018 AND FISCAL YEAR 2019)**

On August 30, 2016, the U.S. Environmental Protection Agency Region 5 (U.S. EPA or Agency) and American Federation of Government Employees Local 704 (AFGE Local 704 or Union) entered into a Memorandum of Agreement (MOA) to establish procedures and appropriate arrangements for the allocation of Variable Height Desks in U.S. EPA Region 5.

The MOA, Section VII, DURATION AND EFFECTIVE DATE, subsection A, Duration, provided that the Agreement would remain in full force and effect during fiscal year 2016 and 2017. In addition, the parties may by mutual agreement terminate or extend the duration of the Agreement.

The purpose of this MOA is to confirm the undersigned parties' mutual agreement to extend the duration of the August 30, 2016 MOA Regarding Variable Height Desks and its conditions and terms for an **additional two (2) years, fiscal year 2018 and fiscal year 2019.**

This MOA shall be effective on the date it is signed.

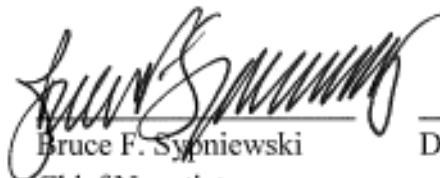
FOR AFGE Local 704:



Michael Mikulka
Chief Negotiator
AFGE Local 704

8/31/17
Date

FOR Agency:



Bruce F. Syniewski
Chief Negotiator
U.S. EPA Region 5

8/31/17
Date

Attachment (MOA Variable Height Desks, 8/30/16)

**MEMORADUM OF AGREEMENT
BETWEEN THE U.S. ENVIRONMENTAL PROTECTION AGENCY
AND THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
REGARDING VARIABLE HEIGHT DESKS**

I. PREAMBLE

WHEREAS the American Federation of Government Employees (AFGE) Local 704 (AFGE Local 704 or Union) and the United States Environmental Protection Agency Region 5 (U.S. EPA or Employer or Agency), also referred to collectively as "the Parties," recognize that the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their Employers involving conditions of employment; and

WHEREAS Congress finds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

WHEREAS the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS, Congress has determined that labor organizations and collective bargaining in the civil service are in the public interest;¹ and

WHEREAS management has the right, among others, to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and to determine the personnel by which agency operations shall be conducted;² and

WHEREAS the Union has the right to negotiate procedures which management officials of the Agency will observe in exercising any authority under this section, as well as appropriate arrangements for employees adversely affected by the exercise of any authority by such management officials;³

NOW THEREFORE the Parties hereby further agree as follows:

¹ 5 U.S.C. §7101(a)(1) and (a)(2)

² 5 U.S.C. §7106(a)(2)

³ 5 U.S.C. §7106(a)(3)

II. PARTIES TO THIS AGREEMENT

This Memorandum of Agreement (MOA or Agreement) is entered into, by and between "The Parties" to this MOA.

III. PURPOSE OF THIS AGREEMENT

- A. The purpose of this MOA is to establish procedures and appropriate arrangements for the allocation of variable height desks in U.S. EPA Region 5.
- B. In the event (present or future) that any provisions of this MOA is found to be contrary to any requirement of the Master Collective Bargaining Agreement (MCBA), the MCBA shall supersede this Agreement for that specific requirement(s) only.
- C. This MOA is non-precedential in nature, and has been designed to ensure an equitable distribution of the above-mentioned variable height desks. This MOA is applicable to distributions of variable height desks during fiscal year 2016 and fiscal year 2017.

IV. ELIGIBILITY AND COVERAGE

This MOA covers all U.S. EPA Region 5 personnel, bargaining unit employees and supervisors, and only to the extent that it is not superseded by any national agreement. In the event (present or future) that any provision of this MOA is found to be contrary to any requirement of the MCBA applicable to the reorganization, the MCBA shall supersede this Agreement for that specific requirement(s) only.

V. GENERAL PROCEDURES AND APPROPRIATE ARRANGEMENTS

The allocation of variable height desks during the term of this Agreement will be governed by the provisions of this MOA, the MCBA, relevant U.S. Office of Personnel Management (OPM) regulations, and Agency policies and procedures for reorganizations.

A. The Employer agrees to:

- 1. Reserve 5% of variable height desks for requests for reasonable accommodations from employees.
- 2. Allocate remaining variable height desks to each Division/Office based on the percentage of Region 5 personnel assigned to the division. Each Division/Office will be responsible for distributing the variable height desks, and for maintaining a list of personnel who have received a variable height desk.
 - a. Allocate sixty percent (60%) of the variable height desks based on seniority, determined by an employee's service computation date (SCD) within the Division/Office. The Division/Office will annotate if employees do not accept offers. Employees will have seven (7) calendar days to respond.
 - b. Allocate forty percent (40%) of the variable height desks through a lottery open to all employees within the Division/Office. The Division/Office will send an e-mail to all Division/Office employees informing them about the lottery. Employees interested in participating will have seven (7) calendar days after notification to submit their name to the

Division/Office. The Division/Office will draw winners within fifteen (15) calendar days after notification.

c. Returned desks received due to an employee's separation, transfer to another region or agency, lack of use, etc., shall be offered to the reasonable accommodation (RA) program to fulfill any pending RA requests before assignment to the next senior employee in the respective division or program.

VI. AMENDMENTS, MODIFICATIONS AND SEVERABILITY

A. Amendments and Modifications

This MOA may be amended only with the joint written agreement of the parties.

B. Severability

In the event that any provisions (section, paragraph, sentence, etc.) of this MOA is held invalid by any arbitrator, court, regulation, rule or statute, the remaining provisions of this MOA shall not be held invalid and shall remain in full force and effect. The Union and the Employee shall meet within five (5) working days and attempt to renegotiate any provision found invalid.

VII. DURATION AND EFFECTIVE DATE

A. Duration

This Agreement shall remain in full force and effect for during fiscal year 2016 and fiscal year 2017. The Parties may by mutual agreement terminate or extend the duration of this Agreement.

B. Effective Date

This MOA shall be effective on the date it is signed.

VIII. SIGNATURE/DATE


The Parties agree to this MOA as written above.

FOR AFGE Local 704:


Michael Mikulka
Chief Negotiator
AFGE Local 704

8/30/16
Date

FOR Management:


Bruce F. Sypniewski
Chief Negotiator
U.S. EPA Region 5

8/31/16
Date